

THIS INDENTURE, made July 25, 1979 between La Salle National Bank, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said bank in pursuance of Trust Agreement dated July 3, 1979 and known as trust number 101351, herein referred to as "First Party" and Harris Trust and Savings Bank

an Illinois corporation herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the PRINCIPAL SUM OF

FORTY NINE THOUSAND AND NO/100

made payable to BEARER.

which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 10.2 percent per annum in equal monthly instalments

as follows: FOUR HUNDRED THIRTY NINE AND 62/100

on the First day of August 1979 and FOUR HUNDRED THIRTY NINE AND 62/100

on the First day of each and every month

thereafter until said note is fully paid except that the final payment of principal and

interest, if not sooner paid, shall be due on the First day of July 2008.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the highest lawful rate per annum, and all of said principal and interest being made payable at such banking house or trust company in

Chicago

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office or
Harris Trust and Savings Bank
in said City.

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this
Trust Deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien
and convey unto the Trustee, its successors and assigns the following described Real Estate situated, lying and being in the City of Chicago

Cook

STATE OF ILLINOIS, to wit:

That part of Lot 36 lying West of a line which is 39.31 feet East of and parallel to the West line of said lot in Sheldon Weston and Clark's Subdivision of the East 10 acres of Block 19 in Canal Trustee's Subdivision of the East half of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COUNTY OF

103-8711-1901
FILED FOR RECORD

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This instrument prepared by: Karen A. Leshko, Harris Trust and Savings Bank,
111 West Monroe Street, Chicago, Illinois 60690

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto which are pledged primarily and on a parity with said real estate and not secondary, and all apparatus, equipment or articles now or hereafter therein or thereon, whether single units or centrally controlled, used to supply heat, gas, air conditioning, water, heat, power, refrigeration, and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns, to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by, or in or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and any special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of repairing or repairing the same or to pay in full the indebtedness secured hereby in all companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to draw all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinabove set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest lawful rate per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, etc., forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (1) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) for procuring all such abstracts of title, title searches and examinations, insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest lawful rate per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which and/or the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after said suit, without regard to the solvency or insolvency at the time of appointment for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a home or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and of other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

Holder or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

Holder is given title to exercise the title, location, existence or condition of the premises, no shall Trustee be obligated to record this Trust Deed or to exercise any power or right given under this instrument, except as provided by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct.

Holder or the holders of the note shall have the right to record this instrument upon presentation of satisfactory evidence that all the indebtedness secured by this Trust Deed has been paid in full, and if any instrument purporting to be a renewal of any portion of any note shall, either before or after maturity thereof, produce a certificate of a successor trustee, a success or Trustee may accept as the note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which is in substance the same in substance with the description herein contained of the note and which purports to be executed on behalf of First Party, and where the note is so accepted the note in this instrument and it has never executed a certificate on any instrument identifying itself as the note described herein, it may accept the note herein as valid any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

Holder may record this instrument in writing, filed in the office of the Recorder or Registrar of Titles in which this instrument did not have been recorded or filed. In case of any conflict in the title to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trustee and it shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for his services hereunder.

THIS TRUST DEED is executed by the La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and granted herein. The undersigned La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that the signature or initials of said individual shall be construed as creating any liability on said First Party or on said La Salle National Bank personally to the amount of the principal sum of one thousand dollars, or any indebtedness accrued, demanded, or to be paid, or to perform any covenant either express or implied herein contained, all such debts, sums, or amounts, and the same shall be paid by the undersigned La Salle National Bank, and by every person now or hereafter claiming any title or security hereunder, and that so far as the First Party and its successors and assigns, and all persons who may be concerned, the legal holder of the note or said note and the owner or owners of any indebtedness accrued hereunder shall be relieved of all liability in respect of the payment thereof, by the enforcement of the lien hereby created in the manner herein and in such form provided or by action brought in the name of the First Party.

On the 1st day of April, 1952, the undersigned LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and it is to constitute said to be true and accurate and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK As Trustee as aforesaid not personally,

ASSISTANT VICE PRESIDENT

ATLST

ASSISTANT SECRETARY

STATE OF ILLINOIS | SS
COUNTY OF COOK |

JAMES L. CHAPKE

a Notary Public, in and for said County, in the State aforesaid, DO HE RBY CERTIFY, that

Assistant Vice President of the LA SALLE NATIONAL BANK, and
H. KEGEL

Assistant Secretary
and from the undersigned know and believe to be the same persons whose names are subscribed to the foregoing instrument, with Assistant Vice President and Assistant Secretary respectively, attested before me this day in person and acknowledged to me named and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee or attorney, for the uses and purposes therein set forth, and Assistant Vice President and Assistant Secretary gave me and there acknowledged, that they, as custodian, the corporate agent of said Bank, as Trustee or attorney, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 6th day of April, 1952.

NOTARY PUBLIC

M 2032

HARRIS TRUST AND SAVINGS BANK

William J. Kegel, Jr., Trustee
Mortgage Loan Officer

IMPORTANT	Prepared By
I HEREBY PROTEST THAT THE PERSONS NAMED AS TRUSTEE AND AS BORROWER ON THIS TRUST DEED ARE NOT IDENTIFIED AS THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE PRECEDING INSTRUMENT AS ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY, AND THAT THIS TRUST DEED IS NOT IDENTIFIED AS THE SAME INSTRUMENT AS THE PRECEDING INSTRUMENT.	

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TRUST DEED

LaSalle National Bank

Attn:
to

Trustee

NO BLANK SPACES FOR RECORDED USE ONLY

LaSalle National Bank

115 South La Salle Street
CHICAGO, ILLINOIS 60690

Form No. 645 CP (5-74)

END OF RECORDED DOCUMENT